

**SOQUEL APTOS GROUNDWATER MANAGEMENT COMMITTEE (SAGMC)
GROUNDWATER SUSTAINABILITY AGENCY (GSA) FORMATION
SUBCOMMITTEE MEETING**

**Wednesday, November 4, 2015 - 9:00 a.m. –12:00 p.m.
Santa Cruz Public Library Conference Room (2nd Floor)
224 Church Street, Santa Cruz**

***Please enter through the back entrance across from the
Santa Cruz Water Department on Locust Street***

AGENDA

Subcommittee Members:

Bruce Jaffe, Soquel Creek Water District
John Ricker, County of Santa Cruz
Micah Posner, City of Santa Cruz
Bob Postle or John Benich, Central Water District
Bill Wigginton, Private Well Owner Representative
Jon Kennedy, Private Well Owner Representative (Chair)

1. **ROLL CALL**
2. **ORAL COMMUNICATIONS** *(items not on the Agenda)*
3. **DISCUSSION ITEMS**
 - 3.1 Review Draft Joint Exercise of Powers Agreement and list of legal questions
 - 3.2 Discuss GSA Formation Schedule
 - 3.3 DWR's sustainable Groundwater Planning Grant Program's Counties with Stressed Basins Grant Solicitation
 - 3.4 Next meeting date and items to cover
4. **ADJOURNMENT**

JOINT EXERCISE OF POWERS AGREEMENT

by and among

CENTRAL WATER DISTRICT

CITY OF SANTA CRUZ

COUNTY OF SANTA CRUZ

and

SOQUEL CREEK WATER DISTRICT

creating the

GROUNDWATER AUTHORITY

[MONTH] [DAY], 2015

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JOINT EXERCISE OF POWERS AGREEMENT
GROUNDWATER AUTHORITY

This **Joint Exercise of Powers Agreement** (“**Agreement**”) is made and entered into as of [MONTH], [DAY], [YEAR], by and among the Central Water District, the City of Santa Cruz, the County of Santa Cruz, and the Soquel Creek Water District, sometimes referred to herein individually as a “**Member**” and collectively as the “**Members**” for purposes of forming the [REDACTED] **Groundwater Authority** (“**Authority**”) and setting forth the terms pursuant to which the Authority shall operate. Capitalized defined terms used herein shall have the meanings given to them in Article 1 of this Agreement.

RECITALS

A. Each of the Members is a local agency, as defined by the Sustainable Groundwater Management Act of 2014 (“**SGMA**”), duly organized and existing under and by virtue of the laws of the State of California, and each Member can exercise powers related to groundwater management.

B. SGMA requires designation of a groundwater sustainability agency (“**GSA**”) by June 30, 2017, for groundwater basins designated by the California Department of Water Resources (“**DWR**”) as medium- and high-priority basins.

C. SGMA requires adoption of a groundwater sustainability plan (“**GSP**”) by January 31, 2020, for all medium- and high-priority basins identified as being subject to critical conditions of overdraft.

D. A portion of the Soquel Valley Basin (designated basin number 3-01 in DWR’s Bulletin No. 118) (“**Basin**”) is designated as a high-priority basin and has been identified on DWR’s draft list of critically overdrafted basins that was released in July 2015 due to the presence of seawater intrusion and the local designation of critical overdraft.

E. The Members are currently in the process of submitting a request for a Basin boundary modification to DWR to define the basin boundaries to be managed under the Authority.

F. Under SGMA, a combination of local agencies may form a GSA through a joint powers agreement.

G. The Members have determined that the sustainable management of the Basin pursuant to SGMA may best be achieved through the cooperation of the Members operating through a joint powers agency.

H. The Joint Exercise of Powers Act of 2000 (“**Act**”) authorizes the Members to create a joint powers agency, and to jointly exercise any power common to the Members and to exercise additional powers granted under the Act.

I. The Act, including the Marks-Roos Local Bond Pooling Act of 1985 (Government Code sections 6584, *et seq.*), authorizes an entity created pursuant to the Act to

issue bonds, including under certain circumstances, to purchase bonds issued by, or to make loans to, the Members for financing public capital improvements, working capital, liability and other insurance needs or projects whenever there are significant public benefits, as determined by the Members. The Act further authorizes and empowers a joint powers authority to sell bonds so issued or purchased to public or private purchasers at public or negotiated sales.

J. Based on the foregoing legal authority, the Members desire to create a joint powers authority for the purpose of taking all actions deemed necessary by the joint powers authority to ensure sustainable management of the Basin as required by SGMA.

K. The governing board of each Member has determined it to be in the Member's best interest and in the public interest that this Agreement be executed.

TERMS OF AGREEMENT

In consideration of the mutual promises and covenants herein contained, the Members agree as follows:

**ARTICLE 1
DEFINITIONS**

The following terms have the following meanings for purposes of this Agreement:

- 1.1 “Act” means the Joint Exercise of Powers Act, set forth in Chapter 5 of Division 7 of Title 1 of the Government Code, sections 6500, *et seq.*, including all laws supplemental thereto.
- 1.2 “Agreement” has the meaning assigned thereto in the Preamble.
- 1.3 “Auditor” means the auditor of the financial affairs of the Authority appointed by the Board of Directors pursuant to Section 12.3 of this Agreement.
- 1.4 “Authority” has the meaning assigned thereto in the Preamble.
- 1.5 “Basin” has the meaning assigned thereto in Recital D.
- 1.6 “Board of Directors” or “Board” means the governing body of the Authority as established by Article 6 of this Agreement.
- 1.7 “Bylaws” means the bylaws, if any, adopted by the Board of Directors pursuant to Article 10 of this Agreement to govern the day-to-day operations of the Authority.
- 1.8 “Director” and “Alternate Director” mean a director or alternate director appointed by a Member pursuant to Sections 6.3 and 6.3 of this Agreement.
- 1.9 “DWR” has the meaning assigned thereto in Recital B.
- 1.10 “Executive Director” means the chief administrative officer of the Authority to be appointed by the Board of Directors pursuant to Article 9 of this Agreement.
- 1.11 “GSA” has the meaning assigned thereto in Recital B.
- 1.12 “GSP” has the meaning assigned thereto in Recital C.
- 1.13 “Member” means each party to this Agreement that satisfies the requirements of Section 5.1 of this Agreement, including any new members as may be authorized by the Board, pursuant to Section 5.2 of this Agreement.
- 1.14 “Officer(s)” means the Chair, Vice Chair, Secretary, or Treasurer of the Authority to be appointed by the Board of Directors pursuant to Section 6.7 of this Agreement.
- 1.15 “SGMA” has the meaning assigned thereto in Recital A.
- 1.16 “State” means the State of California.

ARTICLE 2 CREATION OF THE AUTHORITY

2.1 Creation of Authority. There is hereby created pursuant to the Act a joint powers authority, which will be a public entity separate from the parties to this Agreement and shall be known as the Soque-Aptos Groundwater Authority (“**Authority**”). Within 30 days after the effective date of this Agreement and after any amendment, the Authority shall cause a notice of

such Agreement or amendment to be prepared and filed with the office of the California Secretary of State containing the information required by Government Code section 6503.5. Within 10 days after the effective date of this Agreement, the Authority shall cause a statement of the information concerning the Authority, required by Government Code section 53051, to be filed with the office of the California Secretary of State and with the County Clerk for the County of Santa Cruz, setting forth the facts required to be stated pursuant to Government Code section 53051(a).

2.2 Purpose of the Authority. Each Member has in common the power to study, plan, develop, finance, acquire, construct, maintain, repair, manage, operate, control, and govern water supply, water management within the Basin either alone or in cooperation with other public or private non-member entities and each is a local agency eligible to serve as a GSA for the Basin either alone or jointly through a joint powers agreement as provided for by SGMA. The purpose of this Authority is to serve as the GSA for the Basin and to develop, adopt, and implement the GSP for the Basin pursuant to SGMA and other applicable provisions of law.

**ARTICLE 3
TERM**

This Agreement shall become effective upon execution by each of the Members and shall remain in effect until terminated pursuant to the provisions of Article 15 (Withdrawal of Members) of this Agreement.

**ARTICLE 4
POWERS**

The Authority shall possess the power in its own name to exercise any and all common powers of its Members reasonably related to the purposes of the Authority, including but not limited to the following powers, together with such other powers as are expressly set forth in the Act and in SGMA:

- 4.1 To exercise all powers afforded to a GSA pursuant to and as permitted by SGMA;
- 4.2 To develop, adopt and implement the GSP pursuant to SGMA.
- 4.3 To adopt rules, regulations, policies, bylaws and procedures governing the operation of the Authority and adoption and implementation of the GSP.
- 4.4 To obtain rights, permits and other authorizations for, or pertaining to, implementation of the GSP.
- 4.5 To perform other ancillary tasks relating to the operation of the Authority pursuant to SGMA, including without limitation, environmental review, engineering, and design.
- 4.6 To make and enter contracts necessary to the full exercise of the Authority's power.
- 4.7 To employ, designate, or otherwise contract for the services of, agents, officers, employees, attorneys, engineers, planners, financial consultants, technical specialists, advisors, and independent contractors.
- 4.8 To exercise jointly the common powers of the Members in developing and implementing a GSP for the Basin.
- 4.9 To investigate legislation and proposed legislation affecting the Basin and to make appearance regarding such matters.
- 4.10 To cooperate, act in conjunction and contract with the United States, the State of California, or any agency thereof, counties, municipalities, public and private corporations of any kind (including without limitation, investor-owned utilities), and person, or any of them, for any and all purposes necessary or convenient for the full exercise of the powers of a Authority.
- 4.11 To incur debts, liabilities or obligations, to issue bonds, notes, certificates of participation, guarantees, equipment lease, reimbursement obligations and other indebtedness, and, to the extent provided for in a duly adopted Authority to impose assessments, and to impose and groundwater extraction fees or other charges.
- 4.12 To collect and monitor data on the extraction of groundwater from, and the quality of groundwater in, the Basin.
- 4.13 To establish and administer a conjunctive use program for the purposes of maintaining sustainable yields in the Basin consistent with the requirements of SGMA.
- 4.14 To exchange and distribute water.
- 4.15 To regulate groundwater extractions as permitted by SGMA.
- 4.16 To impose groundwater extraction fees as permitted by SGMA;

- 4.17 To spread, sink and inject water into the Basin.
- 4.18 To store, transport, recapture, recycle, purify, treat or otherwise manage and control water for beneficial use.
- 4.19 To apply for, accept and receive licenses, permits, water rights, approvals, agreements, grants, loans, contributions, donations or other aid from any agency of the United States of America, the State of California or other public or private person or entity necessary for the Authority’s purposes.
- 4.20 To develop and facilitate market-based solutions for the use and management of water rights.
- 4.21 To acquire property and other assets by grant, lease, purchase, bequest, devise, gift, or eminent domain, and to hold, enjoy, lease or sell, or otherwise dispose of, property, including real property, water rights, and personal property, necessary for the full exercise of the Authority’s powers.
- 4.22 To sue and be sued in its own name.
- 4.23 To provide for the prosecution of, defense of, or other participation in actions or proceedings at law or in public hearings in which the Members, pursuant to this Agreement, may have an interest and may employ counsel and other expert assistance for these purposes.
- 4.24 To exercise the common powers of its Members to develop, collect, provide, and disseminate information that furthers the purposes of the Authority, including but not limited to the operation of the Authority and adoption and implementation of the GSP to the Members, legislative, administrative, and judicial bodies, as well the public generally.
- 4.25 To accumulate operating and reserve funds for the purposes herein stated.
- 4.26 To invest money that is not required for the immediate necessities of the Authority, as the Authority determines is advisable, in the same manner and upon the same conditions as Members, pursuant to Government Code section 53601, as it now exists or may hereafter be amended.
- 4.27 To undertake any investigations, studies, and matters of general administration.
- 4.28 To perform all other acts necessary or proper to carry out fully the purposes of this Agreement.

**ARTICLE 5
MEMBERSHIP**

5.1 Members. The Members of the Authority shall be the Central Water District, the City of Santa Cruz, the County of Santa Cruz, and the Soquel Creek Water District, as long as they have not, pursuant to the provisions hereof, withdrawn from this Agreement.

5.2 New Members. Any public agency (as defined by the Act) that is not a Member on the effective date of this Agreement may become a Member upon: (a) the approval of the Board of Directors by a supermajority of at least seventy-five (75%) of the votes held among all Directors as specified in Article 8 (Member Voting); (b) payment of a pro rata share of all previously incurred costs that the Board of Directors determines have resulted in benefit to the public agency, and are appropriate for assessment on the public agency; and (c) execution of a written agreement subjecting the public agency to the terms and conditions of this Agreement.

ARTICLE 6 BOARD OF DIRECTORS AND OFFICERS

6.1 Formation of the Board of Directors. The Authority shall be governed by a Board of Directors (“**Board**”). The Board shall consist of **eleven (11) Directors** consisting of the following representatives who shall be appointed in the manner set forth in Section 6.2:

6.1.1 **Two elected officials** from the governing board of each of the following public-agency Members: the Central Water District, the City of Santa Cruz, the County of Santa Cruz, and the Soquel Creek Water District.

6.1.2 **Three representatives of private well owners** within the boundaries of the Authority [**NEED MORE DETAIL**]

6.2 Duties of the Board of Directors. The business and affairs of the Authority, and all of the powers of the Authority, including without limitation all powers set forth in Article 4 (Powers), are reserved to and, shall be exercised by and through the Board of Directors, except as may be expressly delegated to the Executive Director or others pursuant to this Agreement, Bylaws, or by specific action of the Board of Directors.

6.3 Appointment of Directors. The Directors shall be appointed as follows:

6.3.1 The two representatives from the Central Water District shall be appointed by the Central Water District Board of Directors.

6.3.2 The two representatives from the City of Santa Cruz shall be appointed by the City of Santa Cruz City Council.

6.3.3 The two representatives from the County of Santa Cruz shall be appointed by the County of Santa Cruz Board of Supervisors.

6.3.4 The two representatives from the Soquel Creek Water District shall be appointed by the Soquel Creek Water District Board of Directors.

6.3.5 The three representatives of private well owners shall be appointed by majority vote of the eight public-agency Directors. [**ADD DETAILS**]

6.4 Alternate Directors. Each Director shall have one Alternate. Alternates shall be appointed in the same manner as set forth in Section 6.3. Alternate Directors shall have no vote, and shall not participate in any discussions or deliberations of the Board, if the Director is present. If the Director is not present, or if the Director has a conflict of interest which precludes participation by the Director in any decision-making process of the Board, the Alternate Director appointed to act in his/her place shall assume all rights of the Director, and shall have the authority to act in his/her absence, including casting votes on matters before the Board. Each Alternate Director shall be appointed prior to the third meeting of the Board, as set forth in Section 7.1. Alternates are strongly encouraged to attend all Board meetings and stay informed on current issues before the Board.

6.5 Requirements. Each public agency Director and Alternate Director shall be an official elected to the governing body of the Member he or she represents, and shall have been appointed by resolution of that Member's governing body to serve for a term of four years. A public-agency Director and/or Alternate Director may be removed during his or her term or reappointed for multiple terms at the pleasure of the Member that appointed him or her. A non-public agency Director may be removed and/or reappointed in the same manner as he or she was appointed as set forth in Section 6.3. No individual Director may be removed in any other manner, including by the affirmative vote of the other Directors.

6.6 Vacancies. A vacancy shall occur when a Director resigns or at the end of the Director's term as set forth in Section 6.5. For public agency Directors, a vacancy shall also occur when the he or she is removed by his or her appointing Member or when he or she ceases to hold office on the legislative body of the Member that appointed him or her. For non-public agency Directors, a vacancy shall also occur when the Director is removed as set forth in Section 6.5. Upon the vacancy of a Director, the Alternate Director shall serve as Director until a new Director is appointed as set forth in Section 6.3. Members shall submit any changes in Director or Alternate Director positions to the Executive Director in writing and signed by an authorized representative of the Member.

6.7 Officers. Officers of the Authority shall be a Chair, Vice Chair, Secretary, and Treasurer. The Treasurer shall be appointed consistent with the provisions of Section 12.3. The Vice Chair, or in the Vice Chair's absence, the Secretary, shall exercise all powers of the Chair in the Chair's absence or inability to act. The Chair, the Vice Chair, and the Secretary must be public-agency Directors.

6.8 Appointment of Officers. Officers shall be elected annually by, and serve at the pleasure of, the Board of Directors. Officers shall be elected at the first Board meeting, and thereafter at the first Board meeting following January 1st of each year. An Officer may serve for multiple consecutive terms, with no term limit. Any Officer may resign at any time upon written notice to the Board, and may be removed and replaced by a simple majority vote of the Board.

6.9 Principal Office. The principal office of the Authority shall be established by the Board of Directors, and may thereafter be changed by a simple majority vote of the Board.

ARTICLE 7 DIRECTOR MEETINGS

7.1 Initial Meeting. The initial meeting of the Board of Directors shall be held in the County of Santa Cruz, California within [NUMBER OF DAYS] of the effective date of this Agreement.

7.2 Time and Place. The Board of Directors shall meet at least quarterly, at a date, time and place set by the Board within the boundaries of the Members, and at such other times as may be determined by the Board.

7.3 Special Meetings. Special meetings of the Board of Directors may be called by the Chair or by a simple majority of Directors in accordance with the provisions of Government Code section 54956.

7.4 Conduct. All meetings of the Board of Directors, including special meetings, shall be noticed, held, and conducted in accordance with the Ralph M. Brown Act (Government Code sections 54950, et seq.). The Board may use teleconferencing in connection with any meeting in conformance with and to the extent authorized by applicable law.

7.5 Local Conflict of Interest Code. The Board of Directors shall adopt a local conflict of interest code pursuant to the provisions of the Political Reform Act of 1974 (Government Code sections 81000 et seq.)

ARTICLE 8 MEMBER VOTING

8.1 Quorum. A quorum of any meeting of the Board of Directors shall consist of an absolute majority plus one Director. In the absence of a quorum, any meeting of the Directors may be adjourned by a vote of the simple majority of Directors present, but no other business may be transacted. For purposes of this Article, a Director shall be deemed present if the Director appears at the meeting in person or telephonically, provided the telephone appearance is consistent with the requirements of the Ralph M. Brown Act.

8.2 Director Votes. Voting by the Board of Directors shall be made on the basis of one vote for each Director, unless one or more Directors requests weighted voting. If weighted voting is requested, then each Director's vote shall be weighted proportionally to [DESCRIBE WEIGHTED VOTING]. Accordingly, to determine the weighted vote for each Director, [DESCRIBE HOW TO DETERMINE WEIGHTED VOTE FOR EACH MEMBER]. A Director, or an Alternate Director when acting in the absence of his or her Director, may vote on all matters of Authority business unless disqualified because of a conflict of interest pursuant to California law or the local conflict of interest code adopted by the Board of Directors.

8.3 Affirmative Decisions of the Board of Directors. Except as otherwise specified in this Agreement, all affirmative decisions of the Board of Directors shall require the affirmative vote of a simple majority of all appointed Directors, unless weighted voting is requested, in which case all affirmative decisions by the Board shall require the affirmative vote of an absolute majority of the weighted votes held by all Directors (whether present or not), provided that if a Director is disqualified from voting on a matter before the Board because of a conflict of interest, that Director shall be excluded from the calculation of the total number of Directors, or total number of weighted votes, as applicable, that constitute an absolute majority.

ARTICLE 9 EXECUTIVE DIRECTOR AND STAFF

9.1 Appointment. The Board of Directors shall appoint an Executive Director, who may be, though need not be, an officer, employee, or representative of one of the Members. The Executive Director's compensation, if any, shall be determined by the Board of Directors.

9.2 Duties. The Executive Director shall be the chief administrative officer of the Authority, shall serve at the pleasure of the Board of Directors, and shall be responsible to the Board for the proper and efficient administration of the Authority. The Executive Director shall have the powers designated by the Board, or otherwise as set forth in the Bylaws.

9.3 Term and Termination. The Executive Director shall serve until he/she resigns or the Board of Directors terminates his/her appointment.

9.4 Staff and Services. The Executive Director may employ such additional full-time and/or part-time employees, assistants and independent contractors who may be necessary from time to time to accomplish the purposes of the Authority, subject to the approval of the Board of Directors. The Authority may contract with a Member or other public agency or private entity for various services, including without limitation those related to the Authority's finance, purchasing, risk management, information technology, and human resources. A written agreement shall be entered between the Authority and the Member or other public agency or private entity contracting to provide such service, and that agreement shall specify the terms on which such services shall be provided, including without limitation the compensation, if any, that shall be made for the provision of such services.

ARTICLE 10 BYLAWS

The Board of Directors shall cause to be drafted, approve, and amend Bylaws of the Authority to govern the day-to-day operations of the Authority. The Bylaws shall be adopted at or before the first anniversary of the Board's first meeting.

ARTICLE 11 ADVISORY COMMITTEES

11.1 GSP Development Committee. The Board of Directors shall form a GSP Development Committee to develop the GSP. The GSP Development Committee shall be comprised of one representative from each Member and [NUMBER] of members of the public.

Member representatives shall be appointed by the public agency Member. Members of the public shall be appointed through a process developed by the Board. The GSP Development Committee shall be formed at the second meeting of the Board and shall be disbanded upon adoption of the GSP, unless the Board decides otherwise. The GSP Development Committee shall be subject to the requirements of conduct as set forth in Section 7.4.

11.2 Additional Advisory Committees. The Board of Directors may from time to time appoint one or more additional advisory committees or establish standing or ad hoc committees to assist in carrying out the purposes and objectives of the Authority. The Board shall determine the purpose and need for such committees and the necessary qualifications for individuals appointed to them.

11.3 Operation of Committees. Each committee shall include a Director as the chair thereof. Other members of each committee may be constituted by such individuals approved by the Board of Directors for participation on the committee. However, no committee or participant on such committee shall have any authority to act on behalf of the Authority.

ARTICLE 12 ACCOUNTING PRACTICES

12.1 General. The Board of Directors shall establish and maintain such funds and accounts as may be required by generally accepted public agency accounting practices. The Authority shall maintain strict accountability of all funds and report of all receipts and disbursements of the Authority.

12.2 Fiscal Year. Unless the Board of Directors decides otherwise, the fiscal year for the Authority shall run concurrent with the calendar year.

12.3 Appointment of Treasurer and Auditor; Duties. The Treasurer and Auditor shall be appointed in the manner, and shall perform such duties and responsibilities, specified in Sections 6505.5 and 6505.6 of the Act.

ARTICLE 13 BUDGET AND EXPENSES

13.1 Budget. Within [NUMBER OF DAYS] after the first meeting of the Board of Directors, and thereafter prior to the commencement of each fiscal year, the Board shall adopt a budget for the Authority for the ensuing fiscal year in [MONTH]. In the event that a budget is not so approved, the prior year's budget shall be deemed approved for the ensuing fiscal year, and any groundwater extraction fee or assessment(s) of contributions of Members, or both, approved by the Board during the prior fiscal year shall again be assessed in the same amount and terms for the ensuing fiscal year.

13.2 Authority Funding and Contributions. For the purpose of funding the expenses and ongoing operations of the Authority, the Board of Directors shall maintain a funding account in connection with the annual budget process. The Board of Directors adopt groundwater extraction fees as provided for in SGMA , and may also issue assessments for contributions by the Members to fund said account in the amount and frequency determined necessary by the Board. Assessments for Member contributions shall be made by each Member in proportion to each Member's impact on the Basin in terms of its extractions. "Impact on the Basin" is defined as [DEFINE IMPACT ON BASIN]. Such contributions shall be paid by each Member to the Authority within [NUMBER OF DAYS] of assessment by the Board.

13.3 Return of Contributions. In accordance with Government Code section 6512.1, repayment or return to the Members of all or any part of any contributions made by Members and any revenues by the Authority may be directed by the Board of Directors at such time and upon such terms as the Board of Directors may decide; provided that (1) any distributions shall be made in proportion to the contributions paid by each Member to the Authority, and (2) any capital contribution paid by a Member voluntarily, and without obligation to make such capital contribution pursuant to Sections 13.2, shall be returned to the contributing Member, together with accrued interests at the annual rate published as the yield of the Local Agency Investment Fund administered by the California State Treasurer, before any other return of contributions to the Members is made. The Authority shall hold title to all funds and property acquired by the Authority during the term of this Agreement.

13.4 Issuance of Indebtedness. The Authority may issue bonds, notes or other forms of indebtedness, as permitted under Section 11, provided such issuance be approved at a meeting of the Board of Directors by unanimous vote of the Directors as specified in Article 8 (Member Voting).

ARTICLE 14 LIABILITIES

14.1 Liability. In accordance with Government Code section 6507, the debt, liabilities and obligations of the Authority shall be the debts, liabilities and obligations of the Authority alone, and not the Members.

14.2 Indemnity. Funds of the Authority may be used to defend, indemnify, and hold harmless the Authority, each Member, each Director, and any officers, agents and employees of the Authority for their actions taken within the course and scope of their duties while acting on behalf of the Authority. Other than for gross negligence or intentional acts, to the fullest extent permitted by law, the Authority agrees to save, indemnify, defend and hold harmless each Member from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees, where the same arise out of, or are in any way attributable in whole or in part, to negligent acts or omissions of the Authority or its employees, officers or agents or the employees, officers or agents of any Member, while acting within the course and scope of a Member relationship with the Authority.

ARTICLE 15 WITHDRAWAL OF MEMBERS

15.1 Unilateral Withdrawal. A Member may unilaterally withdraw from this Agreement without causing or requiring termination of this Agreement, effective upon [NUMBER OF DAYS] written notice to the Executive Director.

15.2 Rescission or Termination of Authority. This Agreement may be rescinded and the Authority terminated by unanimous written consent of all Members, except during the outstanding term of any Authority indebtedness.

15.3 Effect of Withdrawal or Termination. Upon termination of this Agreement or unilateral withdrawal, a Member shall remain obligated to pay its share of all debts, liabilities and obligations of the Authority required of the Member pursuant to terms of this Agreement, and that were incurred or accrued prior to the effective date of such termination or withdrawal, including without limitation those debts, liabilities and obligations pursuant to Sections 4.6 and 13.4. Any Member who withdraws from the Authority shall have no right to participate in the business and affairs of the Authority or to exercise any rights of a Member under this Agreement or the Act, but shall continue to share in distributions from the Authority on the same basis as if such Member had not withdrawn, provided that a Member that has withdrawn from the Authority shall not receive distributions in excess of the contributions made to the Authority while a Member. The right to share in distributions granted under this Section 15.3 shall be in lieu of any right the withdrawn Member may have to receive a distribution or payment of the fair value of the Member's interest in the Authority.

15.4 Return of Contribution. Upon termination of this Agreement, any surplus money on-hand shall be returned to the Members in proportion to their contributions made. The Board of Directors shall first offer any property, works, rights and interests of the Authority for sale to the Members on terms and conditions determined by the Board of Directors. If no such sale to Members is consummated, the Board of Directors shall offer the property, works, rights, and interest of the Authority for sale to any non-member for good and adequate consideration. The net proceeds from any sale shall be distributed among the Members in proportion to their contributions made.

ARTICLE 16 MISCELLANEOUS PROVISIONS

16.1 No Predetermination or Irretrievable Commitment of Resources. Nothing herein shall constitute a determination by the Authority or any of its Members that any action shall be undertaken or that any unconditional or irretrievable commitment of resources shall be made, until such time as the required compliance with all local, state, or federal laws, including without limitation the California Environmental Quality Act, National Environmental Policy Act, or permit requirements, as applicable, has been completed.

16.2 Notices. Notices to a Director or Member hereunder shall be sufficient if delivered to the clerk of the respective Director or Member and addressed to the Director or Member. Delivery may be accomplished by U.S. Postal Service, private mail service or electronic mail.

16.3 Amendments to Agreement. This Agreement may be amended or modified at any time only by subsequent written agreement approved and executed by all of the Members.

16.4 Agreement Complete. The foregoing constitutes the full and complete Agreement of the Members. This Agreement supersedes all prior agreements and understandings, whether in writing or oral, related to the subject matter of this Agreement that are not set forth in writing herein.

16.5 Severability. Should any part, term or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any applicable Federal law or any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms, or provisions hereof shall not be affected thereby, provided however, that if the remaining parts, terms, or provisions do not comply with the Act, this Agreement shall terminate.

16.6 Withdrawal by Operation of Law. Should the participation of any Member to this Agreement be decided by the courts to be illegal or in excess of that Member's authority or in conflict with any law, the validity of the Agreement as to the remaining Members shall not be affected thereby.

16.7 Assignment. The rights and duties of the Members may not be assigned or delegated without the written consent of all other Members. Any attempt to assign or delegate such rights or duties in contravention of this Agreement shall be null and void.

16.8 Binding on Successors. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Members.

16.9 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

16.10 Singular Includes Plural. Whenever used in this Agreement, the singular form of any term includes the plural form and the plural form includes the singular form.

16.11 Member Authorization. The legislative bodies of the Members have each authorized execution of this Agreement, as evidenced by their respective signatures below.

IN WITNESS WHEREOF, the Members hereto have executed this Agreement by authorized officials thereof on the dates indicated below, which Agreement may be executed in counterparts.

[Signatures on Following Page]

CENTRAL WATER DISTRICT

DATED: _____

APPROVED AS TO FORM:

By: _____
Title: _____

By: _____
Title: _____

CITY OF SANTA CRUZ

DATED: _____

APPROVED AS TO FORM:

By: _____
Title: _____

By: _____
Title: _____

COUNTY OF SANTA CRUZ

DATED: _____

APPROVED AS TO FORM:

By: _____
Title: _____

By: _____
Title: _____

SOQUEL CREEK WATER DISTRICT

DATED: _____

APPROVED AS TO FORM:

By: _____
Title: _____

By: _____
Title: _____

GSA Formation Subcommittee
of the Soquel-Aptos Groundwater Management Committee

GSA Formation Checklist Consensus

(as of Sept. 16, 2015)

1. Boundaries: One basin, following roughly the groundwater model boundary, but adjusted by using the PVWMA boundary to the east, and working with Scotts Valley on an acceptable boundary to the north-west.
2. Membership: Start with the make-up of the SAGMC for the first period of the GSA. Allow for possible adjustment of the membership, once the GSP is finalized, and the scope of projects is clear. Agencies can designate alternates, as long as they are kept up to speed on the current issues, and the GSA can appoint 1-3 alternates for the private well representatives. Alternates encouraged to attend meetings.
3. Advisory Committee Structure: Form a GSP Development Committee to develop the Plan, made up of one representative from each of the GSA member entities (someone who can commit to a strenuous meeting schedule) and 5-10 additional community members (representing a wider diversity of interests, such as agriculture, business, NGOs, U.S. Fish and Wildlife, recreation.) This group might meet once a month for ten or more months, for four hours at a time. We have not yet addressed whether there should be an ongoing Advisory Committee after the Plan is formed.
4. Powers of Agency and Members: This area will need more work, but we have initially determined:
 - The GSA will work through its partner agencies to implement projects that help achieve groundwater sustainability in the basin in accordance with SGMA deadlines and the GSP. The GSA will assist in identifying and crafting project agreements between member agencies, and also by funding or facilitating funding agreements. We recognize there may be leverage in applying for grants and funding from a unified project list approved by the GSA, rather than just individual members.
 - We agree on a model that would allow individual members to initiate projects on their own, in addition to executing projects that are coordinated or approved by the GSA. The GSA will ensure that all projects endorsed or supported by the GSA meet the overall GSP goals for our basin.
 - We have received recent legal advice that the GSA must be the final determinant of its decisions (without post-review by member Boards.) It was also emphasized that we must operate as an independent financial entity, with appropriate reporting to the State.

GSA Formation Subcommittee
of the Soquel-Aptos Groundwater Management Committee

5. Assessments: We agree on the principle that assessments should be proportional to the impact of extraction on the aquifer, and that we will bring proposed fee assessments to the voters as appropriate. The GSA will develop working definitions of “impact on the aquifer” such that these impacts can be clearly measured.
6. Goals and Objectives. The GSA will develop a Groundwater Sustainability Plan to achieve groundwater sustainability in the basin on a timeline consistent with SGMA deadlines. Other Plan goals and objectives will be formulated within the context of GSP development.
7. By-Laws, Terms, Quorum. The Subcommittee will work further on some suggested Policies or Operating Agreements to govern the regular conduct of GSA business. Terms of members will be for four years. Agencies can replace a member during a term. The Quorum will be 50% + one of the total membership.

GSA Formation Subcommittee
of the Soquel-Aptos Groundwater Management Committee

Items for Legal Review

(as of Sep 16, 2015)

We developed a list of issues requiring input from our legal consultant. We intend to ask for his attendance at our next Subcommittee meeting (Nov 4) to specifically address these. The list of issues:

1. Governance Structure:
 - a. Do you have examples /guidance regarding by-laws / operating agreements / procedures for policy development that others have found effective for similar entities?
 - b. One such area on which we would specifically appreciate guidance is whether to include an option allowing a GSA member entity to withdraw from the GSA, and if so, related procedures to ensure fair contribution to solving shared problem.
 - c. If a GSA member entity withdrew, would that require approval by the State?
2. Treasurer / Other Required (Staff) Functions:
 - a. We understand that the State requires each GSA to have a designated treasurer. Are there any other required staff functions?
 - b. Must the GSA have its own staff to carry out these functions?
 - c. Can they be contract positions, or designated to a staff member at a member agency?
3. Voting Powers: Do you have examples / guidance regarding voting procedures that others have found effective for similar entities (e.g., super-majority vs. weighting votes by relative contribution vs. other)? Any advice about whether to include provision for 1st & 2nd readings before official vote is taken to allow member outreach in between?
4. GSA Decision-Making: Do you have guidance about language or procedures to reflect the requirement that the GSA must be the ultimate decision-maker (without subsequent approval by its members' boards?
5. Being Nimble: We anticipate that a GSA Formation Committee with stakeholders on it will develop the GSP, augmented by public meetings, and subject to formal approval by the GSA. We anticipate that the GSP Development Committee will formulate develop the GSP's Goals & Objectives, with the GSA goal simply to develop a GSP that achieves groundwater sustainability in the basin consistent with SGMA timelines.
 - a. Does all this sound legally compliant?
 - b. What are the Brown Act implications of a GSA Development Committee that includes representatives of each GSA member entity plus additional stakeholders?

GSA Formation Subcommittee
of the Soquel-Aptos Groundwater Management Committee

6. Alternates: can we have appointed alternates? Can the GSA itself appoint alternates for the private well representatives? Could the GSA appoint 1 private well owner representative as a back-up to all private well owners on the GSA, or should each private well owner have his/her own alternate?
7. Fee Assessment:
 - a. De minimis users:
 - i. Is there a way to charge a base management fee without Prop 218 issues (see PVWMA).
 - ii. Voting powers of de minimis users in a Prop 218 protest
 - iii. Should de minimis users be treated differently with respect to voting power and fee assessment?
 - b. Issue of fees relative to “impact” on the basin:
 - i. We are uncertain about whether impacts and fees should be different for inland pumpers vs. those near coast; any advice?
 - ii. How would we build in the option to change fees assessed (e.g., if initial GSP implementation did not appear to be making due progress toward sustainability)?
8. Later Changes in GSA Composition: Could / should we include a mechanism in the GSA structure that allows for adjustments in the make-up of the GSA, after the GSP is developed? Any advice on ways to do this that would be more workable than others (e.g., noting linkage to voting procedures and that proposals for changes in GSA composition could become quite political / controversial if perceived to change the balance of membership and/or voting power)? We lean toward including such a mechanism, but planning the GSA in such a way that the mechanism would probably not be used.
9. Oversight: Are we subject to other State oversight (i.e. Department of Finance) on top of DWR? To whom is the GSA accountable? To whom does the GSA report / on what – DWR? SWRCB? Department of Finance?
10. Model JPA: Can Russ give us a JPA model agreement to tailor for our needs?

GSA Formation Subcommittee
of the Soquel-Aptos Groundwater Management Committee

GSA Formation Check List

1. Agreement on Boundaries
2. Draft JPA
 - a. Powers of agency
 - b. Powers of members
 - c. Any restrictions on members exercising own powers?
3. Membership
 - a. Start with SAGMC structure of 11 members
 - b. Possibly modify GSA structure later, after GSP is set
 - c. Alternative members?
4. Advisory Committee Structure
 - a. GSP Committee to be a sub-set of GSA, plus additional reps from other stakeholders (business, Fish, agriculture, NGOs, etc.)
5. Goals and objectives of agency
6. By Laws
 - a. Terms
 - b. Officers
 - c. Quorum
 - d. Withdrawal of members
7. Staffing
8. Budget
 - a. Assessments
 - i. Proportional to water use
 - b. Triggers for higher assessment
9. Voting
10. Amendments to JPA

PROJECT NAME

DESCRIPTION

LEADER

Create GSA

Formation of a GSA per the State's Mandate to form a GSA by June 30, 2017

Soquel-Aptos Groundwater Management Committee

- ▶ **Start Date**
- ▶ **Project Length**
- ▶ **Week Period (52 Week)**



| | | |
|-------------------|-------------------|-------------------|
| Thu, Apr 30, 2015 | End Date : | Fri, Sep 02, 2016 |
| 71 Week | | |
| W1 - W52 | | |
| 4/27/15 - 4/24/16 | | |

| Level | Task | Assignment | Start Date | Finish Date | Work Days | Remaining W |
|----------|--|-------------------|--------------------------|--------------------------|------------|-------------|
| 1 | Create JPA | SAGMC | Thu, Apr 30, 2015 | Fri, Jun 30, 2017 | 776 | 600 |
| | # of Days | | | | | |
| 1.1 | Subcommittee Meetings | subcommittee | Thu, Apr 30, 2015 | Thu, Apr 30, 2015 | 1 | |
| 1.2 | Subcommittee prepares draft JPA/Bylaws and submits to SAGMC | subcommittee | Thu, Apr 30, 2015 | Thu, Nov 12, 2015 | 192 | 16 |
| 1.3 | Hold Public Outreach Meetings to solicit input and support | SAGMC/Staff | Thu, Apr 30, 2015 | Thu, Mar 17, 2016 | 313 | 137 |
| 1.4 | Subcommittee prepares and presents final draft of JPA/Bylaws | subcommittee | Thu, Nov 12, 2015 | Thu, Jan 21, 2016 | 67 | 67 |
| 1.5 | Public First Notice JPA Formation and Hold a Public Hearing | Staff in Sentinel | Fri, Feb 06, 2015 | Fri, Feb 06, 2015 | 1 | |
| 1.6 | Public Second Notice JPA Formation and Hold a Public Hearing | Staff in Sentinel | Fri, Feb 13, 2015 | Fri, Feb 13, 2015 | 1 | |
| 1.7 | SAGMC to hold public hearing and first reading | SAGMC | Thu, Feb 18, 2016 | Thu, Feb 18, 2016 | 1 | 1 |
| 1.8 | SAGMC to hold second reading and adopt resolution of new JPA | SAGMC | Thu, Mar 17, 2016 | Thu, Mar 17, 2016 | 1 | 1 |
| 2 | Undertake formal GSA Process with DWR | JPA | Thu, Mar 17, 2016 | Fri, Sep 02, 2016 | 168 | 168 |
| 2.1 | Publish First Notice of Intent to Hold a Public Hearing | Staff in Sentinel | Sat, Apr 02, 2016 | Sat, Apr 02, 2016 | 1 | 1 |
| 2.2 | Publish Notice of Intent to Hold a Public Hearing | Staff in Sentinel | Sun, Apr 10, 2016 | Sun, Apr 10, 2016 | 1 | 1 |
| 2.3 | JPA to hold Public Hearing | JPA | Thu, Apr 21, 2016 | Thu, Apr 21, 2016 | 1 | 1 |
| 2.4 | JPA to Adopt Resolution Forming GSA | JPA | Thu, Apr 21, 2016 | Thu, Apr 21, 2016 | 1 | 1 |
| 2.5 | Submit Notice of Intent to DWR with required docs | staff | Thu, Apr 21, 2016 | Fri, May 20, 2016 | 30 | 30 |
| 2.6 | DWR must post SAGMC's NOI on website | DWR | Fri, May 20, 2016 | Sat, Jun 04, 2016 | 15 | 15 |
| 2.7 | Creation of GSA | DWR | Sat, Jun 04, 2016 | Fri, Sep 02, 2016 | 90 | 90 |
| 2.8 | Deadline to Establish GSA | DWR | Fri, Sep 02, 2016 | Fri, Jun 30, 2017 | 297 | 297 |

Calendars (for reference)

2015

| October | | | | | | |
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| 25 | 26 | 27 | 28 | 29 | 30 | 31 |

| November | | | | | | |
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| December | | | | | | |
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2016

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Memorandum

PRIVILEGED & CONFIDENTIAL

DATE: April 30, 2015

TO: Soquel-Aptos Groundwater Management Committee (S-AGMC)

FROM: Russ McGlothlin and Jena Shoaf

RE: Roadmap for Becoming a Groundwater Sustainability Agency (GSA)

I. INTRODUCTION

The Sustainable Groundwater Management Act (“Act”)¹ of 2014 fundamentally changed management of California’s groundwater basins. The Act permits the election of groundwater sustainability agencies (“GSA”) for all basins and requires the adoption of groundwater sustainability plans (“Plan”) for basins designated as medium- or high-priority by the Department of Water Resources (“DWR”). On December 15, 2014, the DWR announced that the basin prioritization finalized in June 2014 under the California Statewide Groundwater Elevation Monitoring (“CASGEM”) program would be the initial prioritization required by the Act,² which went into effect on January 1, 2015.³

This memorandum provides an overview of the process for electing to be a GSA, including the major tasks to be accomplished and issues expected along the way.

II. OVERVIEW OF THE ACT

The Act applies to all groundwater basins in the state, but contains special requirements for basins or sub-basins that DWR designates as medium- or high-priority.⁴ The Act permits the election of one or more GSAs for any basin, but requires that a GSA be identified for all medium- and high-priority basins by June

¹ The Act is comprised of three separate bills: Senate Bill 1168 (Pavley), Senate Bill 1319 (Pavley), and Assembly Bill 1739 (Dickinson).

² Under the Act, DWR is required, by January 31, 2015, to rank each of the basins or sub-basins identified in its Bulletin 118 as a very low-, low-, medium-, or high-priority basin, based on threats to the basin’s integrity. See Water Code § 10722.4.

³ See California Department of Water Resources, “Initial Groundwater Basin Prioritization under the Sustainable Groundwater Management (SGM) Act,” http://www.water.ca.gov/groundwater/Sustainable_GW_Management/SGM_BasinPriority.cfm.

⁴ Water Code §§ 10720.3(a), 10722.4(d), 10727(a).

30, 2017.⁵ Any “local agency” or combination of local agencies overlying a basin may elect to be GSA for that basin.⁶ The Act defines a local agencies as a public agency with “water supply, water management, or land use responsibilities within a groundwater basin.”⁷ Counties will be presumed to be the GSA for unmanaged basins,⁸ but a county may decline this responsibility.⁹

GSAs have a wide variety of powers, including the authorization to: adopt rules, regulations, ordinances, and resolutions;¹⁰ conduct investigation of water rights;¹¹ require well registration;¹² require well operators to measure and report extractions;¹³ require reporting of diversions of surface water to storage;¹⁴ acquire property and water rights;¹⁵ reclaim water;¹⁶ impose well spacing requirements;¹⁷ regulate groundwater extractions, including limiting or prohibiting groundwater production;¹⁸ impose fees and assessments;¹⁹ and undertake enforcement actions.²⁰

The Act requires GSAs for all medium- and high-priority basins to adopt a Plan by January 31, 2022.²¹ For basins designated by DWR as subject to critical overdraft conditions, the Plan must be adopted by January 31, 2020.²² Plans must be designed to achieve the basin’s sustainability goal within twenty years of Plan implementation.²³ Upon adoption of a Plan, the GSA must submit the Plan to DWR for review.²⁴ The Act provides a list of required Plan components,²⁵ but DWR will make available additional details regarding Plan requirements on or before June 1, 2016.²⁶

III. ROAD MAP FOR COMPLIANCE WITH THE ACT

A. PROCESS FOR BECOMING A GSA

This section describes the sequential process for becoming a GSA as prescribed in the Act. All of the following must be accomplished by **June 30, 2017**.²⁷

⁵ Water Code § 10735.2(a)(1). The Act also requires designation of a GSA within two years after a basin is reprioritized as medium- or high-priority. (Water Code §10722.4(d).)

⁶ Water Code § 10723(a).

⁷ Water Code § 10721(m).

⁸ Water Code § 10724(a).

⁹ Water Code § 10724(b).

¹⁰ Water Code § 10725.2(b).

¹¹ Water Code § 10725.4(b).

¹² Water Code § 10725.6.

¹³ Water Code § 10725.8(a), (c). These powers are exercised through the GSA’s Plan. (*Id.*)

¹⁴ Water Code § 10726. This requirement is also triggered after a GSA implements a Plan. (*Id.*)

¹⁵ Water Code § 10726.2(a), (b), (d).

¹⁶ Water Code § 10726.2(e).

¹⁷ Water Code § 10726.4(a)(1).

¹⁸ Water Code § 10726.4(a)(2).

¹⁹ Water Code §§ 10730, 10730.2.

²⁰ Water Code § 10732.

²¹ Water Code § 10720.7(a)(2).

²² Water Code § 10720.7(a)(1).

²³ Water Code § 10727.2(b)(1). The Act uses the term “sustainability goal,” defined as “implementation of measures targeted to ensure that the applicable basin is operated within its sustainable yield.” (Water Code § 10721(t).) A basin’s sustainable yield is calculated as “the maximum quantity of water . . . that can be withdrawn annually from a groundwater supply without causing an undesirable result.” (Water Code § 10721(v).)

²⁴ Water Code §§ 10733, 10733.4(a).

²⁵ Water Code §§ 10727.2, 10727.6.

²⁶ Water Code § 10733.2(a)(1).

²⁷ Water Code § 10735.2(a)(1).

| Timing ²⁸ | Action | Legal Authority |
|----------------------|---|------------------------------------|
| | <p>Public Outreach. The local agency should identify interested parties and inform them about public participation opportunities. Water Code section 10723.2 requires consideration of the interests of all beneficial users of groundwater, including:²⁹</p> <ul style="list-style-type: none"> • Holders of overlying groundwater rights, including agricultural users and domestic well users; • Municipal well operators; • Public water system operators; • Local land use planning agencies; • “Environmental users of groundwater;” • Surface water users, where there is a hydrologic connection between surface and groundwater bodies; • The federal government; • Native American tribes; • “Disadvantaged communities,” including those served by small community water systems or private domestic wells; and • Entities listed in Water Code section 10927 that monitor and report groundwater elevations in all or part of the Basin.³⁰ <p>Tools for information sharing with interested parties include email/ mailing lists, meetings, hearings and briefings between the local agency and interested parties, websites, social media, and other web-based tools to inform and solicit input.</p> | <p>Water Code § 10723.2(a)-(j)</p> |
| <p>Day 1</p> | <p>Notice of Intent to Hold Public Hearing. The local agency must publish a notice of its intent to hold a public hearing regarding its proposal to act as GSA for the Soquel-Aptos Basin.³¹ The notice must meet the requirements of Government Code section 6066.</p> <ul style="list-style-type: none"> • Government Code § 6066: “Publication of notice pursuant to this section shall be once a week for two successive weeks. Two publications in a newspaper published once a week or oftener, with at least five days intervening between the respective publication dates not counting such publication dates, are sufficient.” | <p>Water Code § 10723(b)</p> |

²⁸ Dates are based on an estimated number of days between identified actions.

²⁹ Water Code § 10723.2(a)-(j).

³⁰ These entities include a court-appointed watermaster or water management engineer, a groundwater management agency with statutory authority to manage groundwater that began monitoring by January 1, 2010, a water replenishment district, another GSA, local agencies that began monitoring pursuant to a groundwater management plan by January 1, 2014, a county, and a voluntary cooperative groundwater monitoring association. (Water Code § 10927.)

³¹ Water Code § 10723(b).

| Timing ²⁸ | Action | Legal Authority |
|----------------------|--|---|
| Day 15 | Public Hearing re GSA Designation. After the required notice period, the local agency must hold a public hearing in Santa Cruz County to receive public comment on the local agency’s election to become the GSA for the Soquel-Aptos Basin. ³² | Water Code § 10723(b) |
| Day 15 | Adoption of Resolution Forming GSA. At the public hearing, the local agency should adopt a resolution electing the local agency as the GSA for the Soquel-Aptos Basin. ³³ The local agency will also need to simultaneously adopt any new bylaws, ordinances, or other authorities necessary to form a GSA. ³⁴ | Water Code §§ 10723(d), 10723.8(a)(2), (a)(3) |
| Day 30 | Notice of Intent. Within thirty (30) days of electing to be a GSA, ³⁵ the local agency must submit a Notice of Intent (“NOI”) to DWR of its election and its intent to undertake sustainable groundwater management. ³⁶ The NOI must include the following, as applicable: <ul style="list-style-type: none"> • The local agency’s boundaries and a description of the basin that the local agency is managing (i.e., the Soquel-Aptos Basin);³⁷ • A description of the proposed boundaries of the Basin, or portion of the Basin, that the local agency intends to manage (<u>Note:</u> The Act contains a process for requesting basin boundary revisions,³⁸ but does not require DWR to promulgate regulations regarding the information that a local agency must submit to request a boundary revision until January 1, 2016.³⁹;⁴⁰ • A list of any other GSAs operating within the Basin;⁴¹ • A copy of the local agency’s resolution forming the GSA;⁴² • A copy of any new bylaws, ordinances, or authorities adopted by the local agency;⁴³ and • A list of interested parties in the Basin developed in accordance with Water Code section 10723.2. The local agency needs to detail how the interests of these parties were considered in the development of the GSA, and will be considered in the operation of the GSA, and in the development and implementation of a Plan.⁴⁴ | Water Code § 10723(d) |

³² Water Code § 10723(b).

³³ Water Code §§ 10723(d), 10723.8(a)(2).

³⁴ See Water Code § 10723.8(a)(3).

³⁵ Water Code § 10723.8(a).

³⁶ Water Code § 10723(d).

³⁷ Water Code § 10723.8(a)(1).

³⁸ Water Code § 10722.2.

³⁹ Water Code § 10722.2(b). If the local agency wishes to become a GSA before 2016, therefore, it may not be able to request a basin boundary revision as part of the NOI process. It is unclear whether the local agency may request a boundary revision after becoming a GSA.

⁴⁰ Water Code § 10723(d).

⁴¹ Water Code § 10723.8(a)(1).

⁴² Water Code § 10723.8(a)(2).

⁴³ Water Code § 10723.8(a)(3).

⁴⁴ Water Code § 10723.8(a)(4).

| Timing²⁸ | Action | Legal Authority |
|----------------------------|---|----------------------------|
| Day 45 | DWR Notice Requirement. DWR must post the local agency's NOI within fifteen (15) days of receipt. ⁴⁵ | Water Code § 10733.3 |
| Day 135 | Creation of GSA. Provided that no other NOI is submitted by another local agency, the local agency will be presumed the exclusive GSA for the Soquel-Aptos Basin ninety (90) days after DWR posts NOI. ⁴⁶ | Water Code § 10723.8(b) |
| June 30, 2017 | Deadline for Establishment of GSA. Because the Soquel-Aptos Basin is currently designated as a medium-priority basin, the Act requires that a GSA be created by June 30, 2017. ⁴⁷ | Water Code § 10735.2(a)(1) |

⁴⁵ DWR is currently posting GSA notifications to the following web address:
http://water.ca.gov/groundwater/sgm/gsa_table.cfm.

⁴⁶ Water Code § 10723.8(b).

⁴⁷ Water Code § 10735.2(a)(1).

SGWP – Grant program for Counties with Stressed Groundwater Basins

Guidelines and Proposal Solicitation Package:

<http://www.water.ca.gov/irwm/grants/sgwp/guidelinespsp.cfm>

Application due by December 8, 2015 by 5 pm

Tentative Proposed Focus for Grant: Focus on Soquel-Aptos Basin, due to limited funding availability and high need in that basin. Scotts Valley is not designated as critical overdraft, and PVWMA already has a well-developed program. Include efforts that will benefit, engage and support involvement of private well owners and small water systems, as well as efforts that benefit all basin users.

Points for Consideration:

- Maximum Grant: \$250,000,
- 50% match required, can include costs beginning Nov. 4, 2014
- Basin must be designated as in critical overdraft or experiencing adverse impacts
- Project implementation will tentatively start July 1, 2016 and must be completed in 18 months, Dec. 31, 2017

Primary Ideas:

- Offset some of model development costs; Use remaining model development costs as match. Are there particular components of the model that we could tie to the grant?
- Enhance model calibration with more streamflow, groundwater level measurements, water use assessment (?) in inland areas to help better assess impact of rural and private well pumping.
- Use model to develop framework and possible ordinances/engineers report for metering and assessment of charges to private well owners, including outreach.

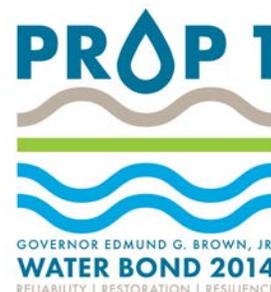
Other Ideas:

- Update AB 3030 Groundwater Management Plan
- Develop measures and funding source to help mitigate impacts of rural pumping, similar to rebates, and technical assistance on water use efficiency available to district customers.
- Further investigate recharge protection/enhancement



Proposition 1 Sustainable Groundwater Planning Grant Program

Counties with Stressed Basins
Proposal Solicitation Package



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Draft

FOREWORD

This document contains the California Department of Water Resources' (DWR) Proposal Solicitation Package (PSP) for the Sustainable Groundwater Planning (SGWP) Grant Program's *Counties with Stressed Basins* Grant Solicitation funded by the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1). This document details the eligibility requirements, application process, and award selection process. This document is not a stand-alone document and the applicant will need to refer to the 2015 SGWP Grant Program Guidelines (Guidelines) for additional information. Potential applicants are encouraged to read both the Guidelines and PSP prior to deciding to submit an application.

Due Date

The complete application must be submitted via DWR's Grant Review and Tracking System (GRanTS) by 5:00 p.m. on **< insert date >**.

Contacts

For questions about this document, or other technical issues, please contact DWR's Financial Assistance Branch at (916) 651-9613 or by e-mail at: SGWP@water.ca.gov.

For questions and assistance regarding GRanTS, please contact the GRanTS Administration Team at (888) 907-4267 or grantsadmin@water.ca.gov.

Website

This document as well as other pertinent information about the SGWP Grant Program can be found at the following link: <http://water.ca.gov/irwm/grants/sgwp>.

Mailing List

In addition to the website, DWR will distribute information via e-mail. If you are not already on the mailing contact list and wish to be placed on it, please visit <http://water.ca.gov/irwm/grants/sgwp/subscription.cfm>.

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I. INTRODUCTION

The SGWP Grant Program is designed to encourage sustainable management of groundwater resources by providing Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1) funding for projects that support sustainable groundwater management planning and implementation. This PSP works in conjunction with the Guidelines to disburse the Proposition 1 SGWP funds made available to Counties with stressed groundwater basins to do the following:

- Update or develop County groundwater ordinances to improve sustainable management of groundwater.
- Update or develop plans that protect basins and their beneficial uses and help facilitate basin-wide sustainable groundwater management or actions that will lead to the update or development of such plans.

The Guidelines are posted on the DWR website at the following link: <http://water.ca.gov/irwm/grants/sgwp>. A complete list of abbreviations, acronyms, and a glossary of terms used throughout this PSP are available in the Guidelines.

A. Eligibility Criteria

Applications for the *Counties with Stressed Basins* solicitation must meet all eligibility criteria in order for the application to be receiving grant funding. The solicitation-specific eligibility criteria are listed below; general eligibility requirements are included in the Guidelines.

- The applicant must be a County government.
- The groundwater basin(s) addressed by the proposal must not be adjudicated.
- The County must be applying for funding to address sustainability of a stressed groundwater basin.

For the purposes of this solicitation, a stressed groundwater basin is characterized as a groundwater basin in which one or more of the following conditions exists:

- The groundwater basin is identified by DWR as being in critical overdraft.
- The groundwater levels within the basin are declining or fluctuating causing impacts including: reduced groundwater storage, seawater intrusion, threatening or degrading water quality, land subsidence, and/or surface water depletion.

B. Eligible Project Types

Eligible project types include the following items:

- Develop and present to County Board of Supervisors countywide ordinances designed to improve the sustainable management of groundwater. Examples are listed below.
 - ◆ Ordinances that will prevent or mitigate undesirable effects of groundwater pumping. Undesirable effects are land subsidence, seawater intrusion, dewatering of streams, chronic lowering of groundwater levels, degraded water quality, and reduction in storage.
 - ◆ Ordinances focused on land use that protect groundwater recharge areas or place a moratorium on uses or well permits.

Development of ordinances that prohibit or restrict the export of groundwater are not eligible for grant funding.

- Update or develop groundwater plans that protect basins and their beneficial uses and help facilitate basin-wide sustainable groundwater management, or actions that will lead to the update or development of such plans. Examples are listed below.

- ◆ Development and completion of interagency agreements that foster the formation of a Groundwater Sustainability Agency.
- ◆ Completion of basin assessments, determining data gaps, groundwater modeling, etc.

II. FUNDING

DWR is making \$10 million available to award on a competitive basis to Counties using the information presented in Table 1 below.

| Table 1 – California Counties and Related Information | | | |
|--|---|---|-------------------------------------|
| County | Critically Over-Drafted Basins¹ | Countywide Median Household Income <80% | CASGEM compliant² |
| Alameda | | | |
| Alpine | | | X |
| Amador | | | X |
| Butte | | X | X |
| Calaveras | | | X |
| Colusa | | | X |
| Contra Costa | | | |
| Del Norte | | X | X |
| El Dorado | | | X |
| Fresno | X | X | * |
| Glenn | | X | X |
| Humboldt | | X | X |
| Imperial | X | X | * |
| Inyo | X | X | X |
| Kern | X | X | * |
| Kings | X | X | * |
| Lake | | X | * |
| Lassen | | | |
| Los Angeles | | | X |
| Madera | X | X | * |
| Marin | | | X |
| Mariposa | | | X |
| Mendocino | | X | X |
| Merced | X | X | * |
| Modoc | | S | * |
| Mono | | | X |
| Monterey | X | | X |
| Napa | | | X |
| Nevada | | | X |
| Orange | | | X |
| Placer | | | |
| Plumas | | X | X |
| Riverside | | | |
| Sacramento | | | |
| San Benito | | | X |
| San Bernardino | X | | X |
| San Diego | X | | |
| San Francisco | | | X |
| San Joaquin | X | | X |
| San Luis Obispo | X | | X |
| San Mateo | | | X |
| Santa Barbara | X | | X |
| Santa Clara | | | X |

Table 1 – California Counties and Related Information

| County | Critically Over-Drafted Basins ¹ | Countywide Median Household Income <80% | CASGEM compliant ² |
|------------|---|---|-------------------------------|
| Santa Cruz | X | | X |
| Shasta | | X | X |
| Sierra | | | X |
| Siskiyou | | X | X |
| Solano | | | X |
| Sonoma | | | X |
| Stanislaus | X | | |
| Sutter | | | |
| Tehama | | X | X |
| Trinity | | X | X |
| Tulare | X | X | * |
| Tuolumne | | | NA |
| Ventura | X | | X |
| Yolo | | | X |
| Yuba | | X | X |

* Counties eligible to apply under CASGEM because MHI <80% .

NA - No DWR designated groundwater basins.

S – County with MHI<<60%.

1 Any proposals which includes basins added or removed from the critically overdrafted list by DWR prior to the application due date will be evaluated based upon the updated information.

2 Note all applicants must be CASGEM compliant by the application due date.

A. Program Preference

For the Counties with Stressed Basins solicitation, DWR will give an funding preference for those Counties that meet the Disadvantaged Community (DAC) or Economically Distress Area (EDA) criteria which also contain a DWR determined critically overdrafted groundwater basin(s).

B. Maximum Grant Amount

The maximum award amount is \$500,000 for DAC/EDA Counties with critically overdrafted groundwater basins. For all other successful applicants the maximum award is \$250,000. DWR may adjust the maximum grant amount, as discussed in SGWP Guidelines, Section IV.F.

C. Cost Share

The minimum local cost share is 50% of the total project cost. Project costs must be incurred after November 4, 2014 to be considered as cost share. The cost share for projects benefiting a DAC or EDA may be waived or reduced.

DWR will use the information contained in Table I or Attachments 7 and 8 to evaluate whether the proposed project provides benefits to either a DAC or an EDA, respectively, and to determine whether the required cost share is waived or reduced and the level of any such reduction. See instructions for Attachments 7 and 8 for more information on applying for a cost share waiver or reduction.

D. Reimbursement Date

Eligible costs incurred after date of award of funds by DWR’s Director will be eligible for reimbursement. Reimbursable costs are defined in Guidelines, Appendix B.

III. SCHEDULE

The schedule in Table 2 shows the tentative timeline for this solicitation. Any change or update to the schedule will be posted on the DWR website listed in the Foreword. Updates may also be notified through e-mail announcements.

| Table 2 – Schedule for <i>Counties with Stressed Basins</i> Solicitation | |
|---|---------------|
| Milestone or Activity | Schedule |
| Release Final Guidelines and <i>Counties with Stressed Basins</i> PSP and on-line application available. | October 2015 |
| Applicant assistance workshop to be web broadcast. | November 2015 |
| <i>Counties with Stressed Basins</i> grant applications must be submitted via GRanTS by 5:00 p.m. Applications submitted after 5:00 p.m. on the due date will not be reviewed or considered for funding. | {insert date} |
| Final award announced | March 2016 |

*All dates included in this table are tentative pending approval of final SGWP Guidelines and PSP.

IV. APPLICATION INSTRUCTIONS

This section provides instructions for preparing and submitting an application. The Application Instructions section consists of two subsections: A) *What to Submit* and B) *How to Submit*. It is important that the applicants follow the Application Instructions to ensure that their application will address all of the required elements. Applicants are reminded that once the application has been submitted to DWR, any privacy rights as well as other confidentiality protections afforded by law with respect to the application package will be waived.

A. What to Submit – Required Application Attachments

Applicants must submit a complete application by <insert date>. The grant application consists of four sections or “Tabs” as outlined in Table 3 (Grant Application Checklist), which is provided as a guide for the applicants to ensure that they have submitted the required information for a complete application, as follows:

- Applicant Information Tab
- Projects Tab
- Information Tab (including Questions 1 through 8)
- Attachments Tab (including Attachments 1 through 8)

Failure to submit any required attachment will make the application incomplete. Incomplete applications will not be reviewed or considered for funding. The complete application must be submitted electronically.

B. How to Submit

Applicants must submit a complete application on-line using DWR’s Grant Review and Tracking System (GRanTS) electronic submittal tool. GRanTS can only be accessed with Internet Explorer and Google Chrome. The on-line GRanTS application will be available for use and can be found at the following link: <http://www.water.ca.gov/grants/>

The name of this PSP in GRanTS is “SGWP 2015 Counties”. To access this PSP, applicants must register and have an account in GRanTS, if they have not already done so. Applicants that are already registered in GRanTS can be selected in the drop-down menu of the “Implementing Organization” of the “Projects Tab.”

Applicants are encouraged to watch the "How to Register" and the "How to Complete a Grant Application" videos and review the GRanTS Public User Guide and Frequently Asked Questions, available at the above link, prior to completing the on-line application. If an applicant has questions as to the content or the information requested in the PSP or questions or problems with GRanTS, please refer to the phone number or e-mail listed in the Foreword.

Within GRanTS, pull down menus, text boxes, or multiple-choice selections will be used to receive answers to the questions. GRanTS will allow applicants to type text or cut and paste information from other documents directly into a GRanTS submittal screen.

When uploading an attachment in GRanTS, the following attachment title naming convention must be used:

Att#_SGWP2015CO_ AttachmentName_#ofTotal#

Where:

- “Att#” is the attachment number
- “SGWP2015CO” is the code of this solicitation
- “AttachmentName” is the name of the attachment as specified in Section IV.B.2 – Attachment Instructions
- “#ofTotal#” identifies the number of files that make up an attachment, where “#” is the number of a file and “Total#” is the total number of files submitted in the attachment

For example, if the Attachment 1 – Eligible for the applicant is made up of three files, the second file in the set would be named “Att1_SGWP2015CO_Eligible_2of3”.

File size for each attachment submitted via GRanTS is limited to 50 megabytes (MB). Breaking documents into components such as chapters or logical components so that files are less than 50 MB will aid in uploading files. Acceptable file formats are: PDF, MS Word, MS Excel, or MS Project. PDF files should be generated, if possible, from the original application file rather than scanned hard copy. All portions of the GRanTS application must be received by the application deadline. Late submittals will not be reviewed or considered for funding.

1. Grant Application Checklist

NOTE: Please provide answers to only the questions listed in Table 3. Do NOT answer questions that appear on the screen in GRanTS on the Questions Tab but are not listed below.

| Table 3 – Grant Application Checklist | |
|--|---|
| INFORMATION TAB | |
| <i>The following information is general and applies to the applicant and the overall proposal. Specific project information should be detailed on separate project tabs provided in the GRanTS application.</i> | |
| APPLICANT INFORMATION | |
| | Organization Name: Provide the name of the Agency/Organization responsible for submitting the application. Should the Proposal be successful, this Agency/Organization will be the Grantee. |
| | Tax ID: Tax ID is automatically displayed for registered organizations. Verify the applicant’s federal tax ID number. |
| | Point of Contact: <ul style="list-style-type: none"> • Select “Existing Register Users” to select the registered user associated with the organization specified above. The rest of the contact information (Division, Address, e-mail, etc.) are auto populated once the above registered user is selected. • Select “Add New User” to add an unregistered user. Please select Division (address will be auto populated) and type the First Name, Last Name, E-mail, and Phone (Direct) of the new user. Please note that the e-mail address will be the new user’s login name. |
| | Point of Contact: Position Title - Provide the title of the point of contact person. |
| | Proposal Name: Provide the title of the Proposal. (Maximum Character Limit: 150) |
| | Proposal Objective: Provide the objective of the Proposal (Maximum Character Limit: 2,000) |
| GEOGRAPHIC INFORMATION | |
| GRanTS requests latitude and longitude in degrees, minutes, and seconds. You may use converters on the web such as http://transition.fcc.gov/mb/audio/bickel/DDDMSS-decimal.html | |
| | Latitude: Enter the Latitude at the location that best represents the project area. |
| | Longitude: Enter the Longitude at the location that best represents the center of the project area. |
| | Longitude/Latitude Clarification: Only use if necessary. (Maximum Character Limit: 250) |
| | Location: Identify the approximate location that best represents the center of the project area. (Maximum Character Limit: 100) |
| | County(ies): Provide the county in which the project is located. |
| | Groundwater Basins: Provide the groundwater basin(s) as listed in the current version of DWR Bulletin 118 (http://www.water.ca.gov/groundwater/bulletin118/index.cfm) in which your Proposal is located. For proposals covering multiple groundwater basins, hold the control key down and select all that apply. |
| | Hydrologic Regions: Provide the hydrologic region in which your County is located. For proposals covering multiple hydrologic regions, hold down the control key and select all that apply. |

Table 3 – Grant Application Checklist

| | |
|---|--|
| | <p>Watershed(s): (Maximum Character Limit: 250) Provide the name of the watershed the groundwater basin underlies. A map of California watersheds can be found at the following link: http://www.conservation.ca.gov/dlrp/wp/Documents/CALFED_Watershed_Map[1].pdf. If your groundwater basin covers multiple watersheds, you may only provide one "Unique Watershed Number" as listed on the watershed map.</p> |
| LEGISLATIVE INFORMATION | |
| | <p>Enter the State Assembly, State Senate, and U.S. Congressional Districts in which the groundwater basin is located (use district numbers only, not the name of the Legislator). For groundwater basin that include more than one district, hold the Control key down and select all that apply. Maps of these districts are found at http://www.legislature.ca.gov/legislators_and_districts/legislators/your_legislator.html.</p> |
| PROJECTS TAB | |
| <i>This section contains information about the project contained in the Proposal.</i> | |
| PROJECT INFORMATION | |
| | Project Name: Provide the project name: (Maximum Character Limit: 125 characters) |
| | Proposed Start Date: |
| | Proposed End Date: |
| PROJECT BUDGET | |
| <i>For the proposal, the following budget items should be taken from Table 4.</i> | |
| | Other Contribution: Provide the amount of other funds not included in the categories as listed below. If there is no other contribution, enter zero. |
| | Local Contribution (Funding Match): Provide the total funding match that will be committed to the Proposal. The SGWP Grant Program requires a minimum local contribution of 50% of total proposal cost unless the project benefits a DAC or an EDA. |
| | Federal Contribution: Enter Federal funds being used. If none, enter zeros. |
| | In-kind Contribution: Provide the total amount of in-kind services in dollars. If there is no in-kind contribution, then enter zeroes in this field. |
| | Amount Requested (Grant Funds Requested): Provide the amount of total grant funds requested. |
| | Total Proposal Cost: Provide the total proposal cost, in dollars. This amount must agree with the total proposal cost shown in Attachment 4. Total proposal cost is automatically calculated based on the contribution amounts entered above. |
| PROJECT BENEFITS INFORMATION | |
| <i>Please do not enter any information into GRanTS for the following Project Benefits Questions. They are standard GRanTS questions and cannot be removed, but are unnecessary for Implementation Grant Applicants.</i> | |
| QUESTIONS TAB | |
| <i>The answers to these questions will be used in processing the application and determining eligibility and completeness.</i> | |
| | Q1. Project Representative: Provide the name and details of the person responsible for signing and executing the grant agreement for the applicant. Persons that are subcontractors to be paid by the grant cannot be listed as the Project Director. |
| | Q2. Project Manager: Provide the name, title, and contact information of the Project Manager from the applicant agency or organization that will be the day-to-day contact on this application. |
| | Q3. Eligibility: Has the County complied with Water Code §10753 regarding Groundwater Management Plans (GWMPs), as described in Section III.C of the SGWP Guidelines? |
| | Q4. Eligibility: Has the County met the requirements of DWR's CASGEM Program? |
| | Q5. Eligibility: Is the County an agricultural water supplier? If yes, has the County submitted a complete Agricultural Water Management Plan (AWMP) to DWR? Has the AWMP been verified as complete by DWR? If the AWMP has not been submitted, please indicate the anticipated submittal date? If the County is not an agricultural water supplier, please indicate so and go to Q6. |
| | Q6. Eligibility: Is the County an urban water supplier? If yes, has the County submitted a complete Urban Water Management Plan (UWMP) to DWR? Has the UWMP been verified as complete by DWR? If the UWMP has not been submitted, explain and provide the anticipated date for submittal. Is the County in compliance with AB 1420; please submit that self-certification form to document compliance status. If the County is not an urban water supplier, please indicate so and go to Q7. |
| | Q7. Eligibility: Is the County a surface water diverter? Is yes, has the County submitted to the State Water Resources Control Board their surface water diversion reports in compliance with requirements outlined in Part 5.1 (commencing with §5100) of Division 2 of the Water Code? If the reports have not been submitted, explain and provide the anticipated date for meeting the requirements. If the County is not a surface water diverter, please indicate so and go to Q8. |

Table 3 – Grant Application Checklist

| <p>Q8. Eligibility: Does the project include any of the following activities:</p> <ul style="list-style-type: none"> • The potential to adversely impact a wild and scenic river or any river afforded protection under the California or Federal Wild and Scenic Rivers Act • Acquisition of land through eminent domain • Design, construction, operation, mitigation, or maintenance of Delta conveyance facilities • Acquisition of water except for projects that will provide fisheries or ecosystem benefits or improvements that are greater than required currently applicable environmental mitigation measures or compliance obligations • Pay any share of the costs of remediation recovered from parties responsible for the contamination of a groundwater storage aquifer • Projects or groundwater planning activities associated with adjudicated groundwater basins. <p>If yes, please explain which items apply. If no, please indicate so and go to Q9.</p> | |
|---|--|
| <p>Q9. DAC or EDA Funding Match Waiver or Reduction: Are you applying for funding match waiver or reduction as a DAC? If yes, fill out Attachment 7. Are you applying for funding match waiver or reduction as an EDA? If yes, fill out Attachment 8.</p> | |
| <p>ATTACHMENTS TAB</p> | |
| <p><i>Provide the attachments listed below by attaching files to the GRanTS application. When attaching files, please use the naming convention found in Section IV.B of this PSP. Requirements for information to be included in these attachments are found in Section IV.B.2 of this PSP.</i></p> | |
| Attachment # | Attachment Title |
| Attachment 1 | Authorization and Eligibility Requirements |
| Attachment 2 | Basin Conditions |
| Attachment 3 | Work Plan |
| Attachment 4 | Budget |
| Attachment 5 | Schedule |
| Attachment 6 | Program Funding Priorities (if applicable) |
| Attachment 7 | Disadvantaged Community (if applicable) |
| Attachment 8 | Economically Distressed Area (if applicable) |

2. Attachment Instructions

Applicants are required to submit Attachments 1 through 8 (as applicable) to complete the *Counties with Stressed Basins* application. A discussion of each of these attachments is provided below. Attachments 2 – 5 will be scored. Attachment 6 will be considered for funding priority. Attachments 7 and 8 will be used when considering requests for a cost share waiver or reduction.

ATTACHMENT 1. AUTHORIZATION AND ELIGIBILITY REQUIREMENTS

For the “AttachmentName” in the naming convention of GRanTS, use “Eligible” for this attachment.

Attachment 1 is mandatory and consists of authorization and eligibility documentation including the items listed below. The eligibility requirements outlined below are discussed in detail in Section III.C of the Guidelines. For certain criteria, self-certification documents must be completed and included in Attachment 1, where applicable.

- Authorizing Documentation
- CASGEM Basin Prioritization and Compliance
- Urban Water Management Compliance
- Agricultural Water Management Compliance
- Surface Water Diverter Compliance
- Groundwater Management Compliance

Authorizing Documentation – The applicant must provide a resolution adopted by the applicant’s governing body designating an authorized representative to submit the application and execute an agreement with the State of California for a SGWP Counties with Stressed Basins Grant.

The following text box provides an example of the resolution that must be submitted to fulfill this requirement:

RESOLUTION NO. _____

Resolved by the <Insert name of county governing body>, that application be made to the California Department of Water Resources to obtain a Counties with Stressed Basins Grant under the Sustainable Groundwater Planning Grant Program pursuant to the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1) (Water Code Section 79700 *et seq.*), and to enter into an agreement to receive a grant for the: <Insert name of Proposal>. The <Insert title of authorized County official> of the <Insert name of County> is hereby authorized and directed to prepare the necessary data, conduct investigations, file such application, and execute a grant agreement with California Department of Water Resources. Passed and adopted at a meeting of the <Insert name of county > on <Insert date>.

Authorized Original Signature: _____

Printed Name: _____

Title: _____

Clerk/Secretary: _____

Groundwater Management Compliance – Applicants must provide self-certification of compliance with Water Code §10753 regarding Groundwater Management Plans (GWMPs). Instructions to complete the self-certification can be found at the following link: <http://water.ca.gov/irwm/grants/resources/forms.cfm>.

Please note that projects located in a CASGEM high or medium priority groundwater basin, that affect groundwater levels or quality, without an adopted GWMP that meets the requirements of Water Code §10753 before January 1, 2015 will not be eligible (Water Code §10750.1.(a)).

CASGEM Basin Prioritization and Compliance – DWR has prioritized the groundwater basins. The CASGEM Program description, along with the basin prioritization information, can be found at the following link: <http://www.water.ca.gov/groundwater/casgem/>.

For the high and medium priority basins that do not have a CASGEM monitoring entity, the grant applicant will not be eligible to receive grant funding (CWC §10933.7(a)). Consistent with CWC §10933.7(b), if the entire County is demonstrated to be a DAC, as defined in the Guidelines, Appendix B, the project will be considered eligible for grant funding notwithstanding CASGEM compliance.

The grant applicant must be CASGEM compliant by the application due date. If the applicant is found ineligible, the application will not be reviewed. If the applicant is not on the CASGEM compliant Counties List, the following information must be provided:

To demonstrate CASGEM eligibility, the following must be included:

- The County’s service area boundary map. This map should:
 - ◆ Include an appropriate base map (such as used for Google Maps, etc.) underlying the service area boundaries.
- Name of groundwater basin(s) underlying the County, and the basin (s) priority as determined by DWR.
- Please specify the name of the organization that is the designated monitoring entity (ies) for each high or medium priority basin(s).

Urban Water Management Compliance – If the County is an urban water supplier, please provide documentation, from DWR that verifies that the 2010 UWMP addresses the requirements of the Water Code. If the 2010 UWMP has not been verified by DWR, explain and provide the anticipated date for having a 2010 UWMP that addresses the requirements of the Water Code. *Note: The 2015 UWMPs are due to DWR by July 1, 2016.*

Agricultural Water Management Compliance – If the County is an agricultural water supplier, please include documentation, from DWR, that verifies that the AWMP addresses the requirements of Water Code. If the AWMP has not been verified by DWR, explain and provide the anticipated date for having an AWMP addresses the Water Code requirements. *Note: The 2015 AWMPs must be adopted by December 31, 2015 and submitted to DWR by January 31, 2016.*

Surface Water Diverter Compliance – If the County is a surface water diverter, submit documentation from the State Water Resources Control Board verifying compliance with submittal of surface water diversion reports in compliance with requirements outlined in Part 5.1 (commencing with §5100) of Division 2 of the Water Code.

ATTACHMENT 2. BASIN CONDITIONS

For the “AttachmentName” in the naming convention of GRanTS, use “Conditions” for this attachment. Attachment 2 is mandatory and must contain the following:

- A description of the stressed groundwater conditions (as described in Section 1.A. for the PSP) that exist within each relevant groundwater basin. The descriptions must not exceed two pages (per basin) using a minimum 10 point type font (excluding figures).
- A map showing the basin boundary (ies) in relationship to the County boundary and identifying any critically overdrafted basin (if applicable).
- If the County applying for funding does not manage or monitor the basin(s) for which funding is being requested, please provide information on the managing/monitoring entity and their involvement in the proposed project.

ATTACHMENT 3. WORKPLAN

For the “AttachmentName” in the naming convention of GRanTS, use “WorkPlan” for this attachment. Attachment 3 is mandatory and must contain the following items:

PROJECT SUMMARY: The project summary must describe the project’s objective and provide an explanation of how the proposed project will address groundwater sustainability. Please discuss how the proposed work addresses specific basin conditions discussed in Attachment 2. The summary must not exceed one page using a minimum 10-point type font.

SCOPE OF WORK: List and concisely describe the necessary task(s) and applicable deliverable(s) to complete the project. Please note that deliverables should be actual work products that can be submitted to DWR (copies of draft and final ordinance, MOUs, GSP charters, meeting minutes, etc.). Also, if already commenced, include the current status of any task including estimated percent already completed.

ATTACHMENT 4. BUDGET

For the “AttachmentName” in the naming convention of GRanTS, use “Budget” for this attachment. Attachment 4 is mandatory and includes the estimated costs for the project.

For the Budget Table, costs must be broken down and presented in Table 4 consistent with the tasks presented in the Work Plan. For example, if the Work Plan describes projects at the subtask level, the budget must also present costs at the subtask level. In addition to the table, the applicant must provide a description explaining how the values were derived. The description must not exceed two pages using a minimum 10-point type font.

| Table 4 – Project Budget | | | | | |
|--------------------------|----------|------------------------|--|--------------------------------------|------------|
| Project Title: _____ | | | | | |
| Tasks ¹ | | (a) | (b) | (c) | (d) |
| | | Requested Grant Amount | Cost Share: Non-State Fund Source ² | Cost Share: Other State Fund Source* | Total Cost |
| (a) | Task 1 – | | | | |
| (b) | Task 2 – | | | | |
| (c) | Task 3 – | | | | |

| | | | | | |
|-----|--|--|--|--|--|
| (d) | Task n | | | | |
| (e) | Grand Total (Sum rows (a) through (d) for each column) | | | | |

¹ These tasks are shown here for example purpose only. Actual number of tasks may vary.
² List sources of funding: *Use as much space as required*
* Other state funds cannot be included as part of the non-state cost share.

ATTACHMENT 5. SCHEDULE

For the “AttachmentName” in the naming convention of GRanTS, use “Schedule” for this attachment. Attachment 5 is mandatory and includes a schedule for the Project showing the sequence and timing of each of the Tasks.

The schedule must show the start and end dates as well as milestones for each task contained in the Work Plan and at minimum be presented in either tabular or chart. The Project Schedule must also be consistent with the tasks presented in the Work Plan and Budget. For the purpose of developing a schedule, assume a project start date of July 1, 2016. The schedule should assume that the grant is completed within 18 months, i.e. no later than December 31, 2017.

Describe how the schedule shown is realistic, reasonable, and accomplishable based on the state of project development. The description must not exceed one page using a minimum 10-point type font.

ATTACHMENT 6. PROGRAM PREFERENCES

For the “AttachmentName” in the naming convention of GRanTS, use “Preferences” for this attachment. Attachment 6 is optional. If not provided, then the applicant’s proposal will not receive any points in the event of a tie-breaker situation. Attachment 6 includes a description of which of the Program Preferences, including Statewide Priorities, listed in Section II.C of the Guidelines that the project addresses. Attachment 6 should provide a concise narrative of the scope of and certainty that the project will meet the claimed preference. The description must not exceed one page using a minimum 10-point type font.

ATTACHMENT 7. DISADVANTAGED COMMUNITY

For the “AttachmentName” in the naming convention of GRanTS, use “DAC” for this attachment. Attachment 7 is optional and is only required if the applicant County does not appear on the list provided above.

DWR strongly recommends that applicants consult Guidelines, Appendix E, to determine if the project benefit area includes a DAC. Applicants should ensure the description of the DAC is adequate for DWR to determine whether the communities meet the definitions.

- Include information that supports the project benefits a DAC(s), such as a map or shapefile that shows the project benefit area and the location of the DAC(s).
- Where the lack of representative census data that adequately represents the community can be documented, alternative studies (local income surveys, a subset of a block group, etc.) may be substituted in the attachment.
- In determining the MHI for DACs, applicants may use a single type of census geography or combinations of census geographies that best represent the DAC.
- For the applicants with GIS capability, the GIS data files used within the DAC mapping tool are available to download and use; see the link provided in Appendix A of the Guidelines. These GIS files will allow applicants to combine project area shape files with DAC data layers. This will help applicants show the extent of overlap or project areas with DACs.

ATTACHMENT 8. ECONOMICALLY DISTRESSED AREA

For the “AttachmentName” in the naming convention of GRanTS, use “EDA” for this attachment. Attachment 8 is optional and is required only if the project benefits an EDA and the applicant is requesting a cost share waiver or reduction.

DWR strongly recommends that applicants consult Guidelines, Appendix F, to determine if the project benefit area includes an EDA. Applicants should ensure the description of the EDA is adequate for DWR to determine whether the County meets the definitions. DWR has developed the EDA Instructions which provides guidance on defining the relevant terms contained in the EDA definition and the EDA Mapping Tool that provides potential applicants a user-friendly means to assess whether the area in question is an EDA. Additional information can be found here: http://www.water.ca.gov/irwm/grants/resources_eda.cfm. Applicants must submit the fillable form that can be found at this link.

V. APPLICATION REVIEW

First, applications will be screened for eligibility and completeness in accordance with Section V of the Guidelines and Section I.A and I.B of this PSP. The information provided by applicants in GRanTS, as well as Attachments 1 through 5 of the application, will be used in determining eligibility and completeness. Applications that are complete and eligible will be scored based on the evaluation questions presented in Table 5. Each of the questions will be evaluated by the review team who will determine whether the question has been adequately addressed, by responding “yes” or “no”. A “yes” answer will result in the project receiving one (1) point for the question as documented in Table 5, with the exception of questions 6 and 14 which are each worth two (2) points. A “no” will result in zero (0) points being awarded. Attachment 6 will be used as a “tie breaker”; in the event of a tie, DWR will award up to two (2) additional points to projects that best address the Program Preferences listed in Section II.C of the Guidelines. Maximum possible score without tie breaker points is 21, and with tie breaker point is 23. Information not provided in the application cannot be used to score the application.

Table 5 – Application Evaluation Criteria

| Q# | Questions | Attachment(s) | Possible Points (Based on Yes/No) |
|-------------------------|--|---------------|-----------------------------------|
| Basin Conditions | | | |
| 1 | Was a narrative discussion of each basin within the County’s boundaries provided? | 2 | 1 |
| 2 | Does the project area include a groundwater basin(s) identified by DWR as being in critical overdraft? | 2 | 1 |
| 3 | Is the project area experiencing a reduction of groundwater storage? | 2 | 1 |
| 4 | Is the project area experiencing seawater intrusion? | 2 | 1 |
| 5 | Has the groundwater basin experienced degradation of water quality, including drinking water supplies threatened by contaminant plume migration? | 2 | 1 |
| 6 | Is land subsidence, as a result of groundwater withdrawals, occurring? | 2 | 2 |
| 7 | Is there the existence or potential for groundwater withdrawals to adversely impact surface water? | 2 | 1 |
| Work Plan | | | |
| 8 | Does the Project Summary provide clear project objectives? | 3 | 1 |
| 9 | Do the tasks described in the Work Plan result in a completed project? | 3 | 1 |
| 10 | Does the Work Plan include a project status that indicates the current stage of each task (e.g., % complete)? | 3 | 1 |
| 11 | Does the work plan include tasks that address one or more of the stressed basin conditions described in Attachment 2? | 3 | 1 |
| 12 | Does the work plan include tasks to develop and present to the County Board of Supervisors ordinances designed to improve the sustainable management of groundwater? | 3 | 1 |
| 13 | Does the work plan include a project to update or develop plans that protect basins and their beneficial uses and help facilitate basin-wide sustainable groundwater management, or actions that will lead to the update or development of such plans? | 3 | 1 |
| 14 | Does the work plan include tasks that are designed to prevent or reduce adverse impacts from groundwater pumping? | 3 | 2 |
| Budget | | | |
| 15 | Are the costs presented in the Budget reasonable for the project type and the current stage of the project? | 4 | 1 |
| Schedule | | | |
| 16 | Does the schedule demonstrate that it is reasonable to expect that the project will start by July 1, 2016 and be completed by December 2017? | 5 | 1 |

| Proposal Consistency | | | |
|---|---|-------------|---|
| 17 | Are the Work Plan, Schedule, and Budget consistent with each other? | 3, 4, and 5 | 1 |
| 18 | Do the Work Plan, Schedule, and Budget contain sufficient detail to demonstrate the project can be completed on-time and within budget? | 3, 4, and 5 | 1 |
| Program Preferences (To be scored in the event of a tie-breaker situation.) | | | |
| 19 | Does the project address one or more of the Program Preferences listed in Section II.C of the Guidelines? | 6 | 1 |
| Score = Sum of number of "Yes" answers; maximum score = 21 points Up to 2 additional points may be awarded, in the event of a tie. | | | |

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THE NATURAL RESOURCES AGENCY
DEPARTMENT OF WATER RESOURCES
DIVISION OF INTEGRATED REGIONAL WATER MANAGEMENT

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